

TAFT, STETTINIUS & HOLLISTER 2-279A031

1800 STAR BANK CENTER
425 WALNUT STREET
CINCINNATI, OHIO 45202-3957

WASHINGTON, D.C. OFFICE
SUITE 500 — 625 INDIANA AVENUE, N.W.
WASHINGTON, D.C. 20004-2901
202-628-2838
FAX: 202-347-3419

513-381-2838
CABLE: TAFTHOL TWX: 810-461-2823
FAX: 513-381-0205

COLUMBUS, OHIO OFFICE
SUITE 1000 — 33 NORTH HIGH STREET
COLUMBUS, OHIO 43215-3022
614-221-2838
FAX: 614-221-2007

September 28, 1992

17967

COVINGTON, KENTUCKY OFFICE
SUITE 340 — 1717 DIXIE HIGHWAY
COVINGTON, KENTUCKY 41011-2783
606-331-2838
513-381-2838
FAX: 513-381-6613

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

OCT 5 1992 - 2:50 PM

Interstate Commerce Commission
12th Street & Constitution Ave., N.W. INTERSTATE COMMERCE COMMISSION
Washington, D.C. 20423
Attn: Mildred Lee
Room 2303

Dear Ms. Lee:

I have enclosed herewith an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Coal Car Lease Agreement, a primary document, dated July 31, 1992.

The names and addresses of the parties to the document are as follows:

LESSOR: The David J. Joseph Company
300 Pike Street
Cincinnati, Ohio 45202

LESSEE: Oklahoma Gas and Electric Company
P.O. Box 321
Oklahoma City, Oklahoma 73101

The equipment covered by the enclosed document is one hundred eight-nine (189) 100 ton, 4,000 cubic foot capacity rotary dump gondola railcars currently bearing the reporting marks set forth in Appendix A hereto.

A fee of \$16.00 is enclosed. Please return the original executed copy of the enclosed document to:

Philip F. Schultz, Esq.
Taft, Stettinius & Hollister
1800 Star Bank Center
425 Walnut Street
Cincinnati, OH 45202-3957

Ms. Mildred Lee
September 28, 1992
Page 2

A short summary of the document to appear in the index follows:

Coal Car Lease Agreement from Oklahoma Gas and Electric Company, P.O. Box 321, Oklahoma City, Oklahoma 73101 to The David J. Joseph Company, 300 Pike Street, Cincinnati, Ohio 45202 dated July 31, 1992 and covering one hundred eighty-nine (189) 100 ton, 4,000 cubic foot capacity rotary dump gondola railcars.

Please call me if you should have any questions.

Yours truly,

A handwritten signature in black ink, appearing to read "Philip F. Schultz", with a long horizontal line extending to the right.

Philip F. Schultz
Attorney for
The David J. Joseph Company

PFS/lsc
Enclosure

iccfla8.djj

APPENDIX A

One hundred eighty-nine (189) 100 ton, 4000 cubic foot capacity rotary dump gondola railcars with built dates and with current reporting marks as follows:

1985 Built

OGEX 1183-1370, inclusive,
excluding OGEX 1302

1978 Built

OGEX 1371-1372, inclusive

OCT 5 1992 -2 50 PM

CERTIFICATE

INTERSTATE COMMERCE COMMISSION

The undersigned, Stephen M. Griffith, Jr., a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.

Stephen M. Griffith Jr.

Notary Public

STEPHEN M. GRIFFITH, JR., Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.

LEASE

OCT 5 1992 • 2 50 PM

COAL CAR LEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

OKLAHOMA GAS & ELECTRIC COMPANY, (OG&E) hereinafter referred to as "Lessee", agrees to lease 189 coal cars (see attached Appendix A) from THE DAVID J. JOSEPH COMPANY, hereinafter referred to as "Lessor", according to the following terms and conditions:

1. The cars will only be used in OG&E unit coal train service between Powder River Basin mines and utility destinations.
2. The date on which the cars are purchased by Lessor from Lessee, under that certain Purchase and Sale Agreement dated July 16, 1992 by and between Lessee and Lessor covering the cars, shall be considered the "Effective Date" of this car lease.
3. The lease shall be in effect for six (6) consecutive months from the Effective Date, but shall be subject to termination of any number of cars, at any time during the lease, by verbal request of Lessor, when the cars are returned empty to Bill, Wyoming or a mutually agreed location. OG&E agrees to store the railcars (up to 189 cars) for sixty (60) days at no cost to Lessor after lease is terminated.
4. Lessee agrees to pay Lessor as rental from the Effective Date for each car until the car is returned to Lessor, the rate of \$ [REDACTED] per month per car plus \$ [REDACTED] per mile maintenance charge for each mile travelled during the lease period. Lessee shall arrange to provide monthly mileage reporting to Lessor.
5. Lessor will change reporting marks on railcars after lease termination at no expense to Lessee and will maintain the cars in good condition and repair during the term of this lease.
6. Lessee shall be responsible for loss or destruction, reasonable wear and tear excepted, of or damage to, the car(s) or parts thereof or appurtenances thereto, furnished under this lease during Lessee's actual or constructive possession of the car(s) or use thereof hereunder, unless the then prevailing Field and Office Manual of the Code of Interchange Rules, promulgated by the Association of American Railroads (hereinafter called "Code of Rules"), places responsibilities upon a railroad subscribing to the Code of Rules; provided, however, the Lessee shall not be responsible if such loss, destruction or damage to the cars or parts thereof or appurtenances thereto was caused by the neglect or willful act of Lessor. Settlement for damage or destruction of said cars shall be made in accordance with the Code of Rules.
7. Payments for said rental shall be sent to The David J. Joseph Company shown above. Payment will be due within 15 days after receipt of invoice from The David J. Joseph Company.
8. Any storage expense or demurrage charges on the cars during the term of this lease shall be the responsibility and liability of Lessee.

Acknowledged and accepted in accordance with the terms herein by:

OKLAHOMA GAS & ELECTRIC COMPANY

BY: *[Signature]*
Executive Vice President
TITLE: and Chief Operating Officer
DATE: July 31, 1992

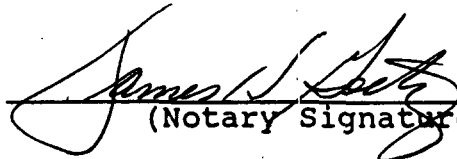
THE DAVID J. JOSEPH COMPANY

BY: *[Signature]*
Douglas F. McMillan
Vice President
DATE: 7-16-92

STATE OF OHIO)
)
COUNTY OF HAMILTON) SS:

On this 16th day of July, 1992, before me the subscriber, JAMES H. GOETZ, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named DOUGLAS F. McMillan to me personally known, who stated and acknowledged that he is the VICE PRESIDENT of The David J. Joseph Company, a Delaware corporation, and duly authorized by authority of the Board of Directors or by-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of July, 1992.


(Notary Signature)

My commission expires:

JAMES H. GOETZ
Notary Public, State of Ohio
My Commission Expires July 10, 1995


STATE OF Oklahoma)
COUNTY OF Oklahoma)

SS:

On this 31st day of July, 1992, before me the subscriber, Louanna Rogers, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Patrick J. Ryan to me personally known, who stated and acknowledged that he is the Executive Vice President and Chief Operating Officer of Oklahoma Gas and Electric Company,
(title) (company)

a Oklahoma corporation, and duly authorized by
(state)
authority of the Board of Directors or by-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31 day of July, 1992.

Louanna Rogers
(Notary Signature) 

My commission expires:

December 30, 1994

LEASE

APPENDIX A

One hundred eighty-nine (189) 100 ton, 4000 cubic foot capacity rotary dump gondola railcars with built dates and with current reporting marks as follows:

1985 Built

OGEX 1183-1370, inclusive,
excluding OGEX 1302

1978 Built

OGEX 1371-1372, inclusive